

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER - UNDER DPAS (15 CFR 700)		RATING DO-A60	PAGE 1	OF PAGES 40
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00164-02-R-0036	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 14 FEB 2002	6. REQUISITION/PURCHASE NO. 42425/ 13449856		
7. ISSUED BY Naval Surface Warfare Center, C. Dant, Code 1162NR, BLDG. 2540 300 Highway 361 Crane, IN 47562-5001		8. ADDRESS OFFER TO (If other than Item 7) Naval Surface Warfare Center, C. Dant, Code 1162NR, BLDG. 64 Bid Depository Box, 300 Highway 361 Crane, IN 47562-5001					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. **Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG. 64 until 2:00 PM local time local time 18 MAR 2002.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Ms. Cynthia M. Dant	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 812	NUMBER 854-2792	EXT. N/A	C. E-MAIL ADDRESS dant_c@crane.navy.mil
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days, \_\_\_\_\_ calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusableSTANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(e)

**SECTION "B"-SUPPLIES AND SERVICES AND PRICES/COST**

<u>CLIN</u>	<u>DECSRIPTION</u>	<u>QTY</u>	<u>UNIT OF ISSUE</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	First Article Units 30MM BMII Link In accordance with Statement of Work (SOW) and Quality Assurance Provisions (QAP) QAP-N-00.	500	EA	\$ _____	\$ _____
0002	Production Quantity 30MM BMII Link In accordance with Statement of Work (SOW) and Quality Assurance Provisions (QAP) QAP-N-00.	150,000	EA	\$ _____	\$ _____
0003	Option Quantity 30MM BMII Link In accordance with Statement of Work (SOW) and Quality Assurance Provisions (QAP) QAP-N-00.	250,000	EA	\$ _____	\$ _____
0004	Data for CLINS 0001 through 0003 IAW DD Forms 1423-1 (s), In Section "J"	1	LO	\$ * NSP	\$ * NSP _____

\*NSP – Not Separately Priced

**SECTION "B" NOTES:****FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)**

The first article units, if required, **may not** be delivered as part of the contract quantity. (see FAR clause 52.209-4)

**OPTION NOTE – (5304)**

The option may be exercised during the following period: 1 through **270** days after contract award date if the first article requirements is waived or 1 through **270** days after contract award date if the first article requirement is not waived.

**GENERAL PROCUREMENT INFORMATION****NOTES:**

- (1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (2) BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM. **No Friday or Weekend Deliveries Accepted.**

(3) Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(4) It is requested that technical questions concerning this procurement be submitted, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1. It is preferred that technical questions be submitted via electronic mail to the following address:

[dant\\_c@crane.navy.mil](mailto:dant_c@crane.navy.mil)

An alternate method is to submit technical questions, in writing, to the following address:

Contracting Officer (Cynthia M. Dant; Code 1162NR)  
Naval Surface Warfare Center, Crane Division  
300 Highway 361, Building 2540  
CRANE, IN 47522-5001

(5) SPECIAL NOTICE – The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at [www.ccr.dlsc.dla.mil](http://www.ccr.dlsc.dla.mil) For further details regarding the requirement of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

(6) EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) **As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.**

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

(7) Contract Data Requirements List(s) (CDRLs) contains references to Data Item Descriptions (DIDs). DIDs referred to herein are available at the following web site(s):

[http://www.kolacki.com/dids\\_index.htm](http://www.kolacki.com/dids_index.htm)

<http://www.mn.af.mil/public/dids/didshelp.html>

<http://www.hnd.usace.army.mil/oew/policy/dids/didindx.html>

**SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

STATEMENT OF WORK  
FOR  
LINK, BMII, 30MM  
FY 02

**Prepared By**

Naval Surface Warfare Center, Crane Division  
Code 4025  
13 November 2001

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1. **SCOPE:** This Statement of Work (SOW) covers the production of 30mm BMII links in accordance with the technical documentation supplied by the Boeing Company under the applicable licensing agreement. The links are for use with 30mm X 173 ammunition in the MK 44 30mm automatic gun and the corresponding MK 46 turret.
  - 1.1 **BACKGROUND:** The MK 46 turret has been selected for fielding on the Navy's LPD-17 class ships and the Marine Corps' Advanced Amphibious Assault Vehicle(AAAV). The MK 46 utilizes the Boeing designed MK 44 30mm gun. The MK 44 gun requires linked ammunition in the 30mm BMII link. Boeing has retained all rights and control of the technical documentation on both the MK 44 gun and the corresponding 30mm BM II link.
2. **APPLICABLE DOCUMENTS:**
  - 2.1 **GOVERNMENT DOCUMENTS:**

MIL-STD-129	N	STANDARD PRACTICES FOR MILITARY MARKING
MIL-STD-1168	B	AMMUNITION LOT NUMBERING AND AMMUNITION DATA CARD
  - 2.2 **INDUSTRY DOCUMENTS:**

8V613-465-0803	H	LINK, BM II
8V613-465-5002	-	PRODUCT SPECIFICATION LINK, CARTRIDGE, METALLIC BELT, 30MM, BMII
8V613-465-5023	E	30MM X 173 WEAPON/AMMUNITION INTERFACE CONTROL
3. **REQUIREMENTS:**
  - 3.1 **ITEM IDENTIFICATION:** The 30mm BMII links shall be defined by all documentation provided under the associated licensing agreement with Boeing. The links are for use with the MK 44 30mm automatic gun and 30mm X 173mm gun ammunition with both steel and aluminum cartridge cases. The links shall meet all interface requirements of Boeing drawing 465-5023.
  - 3.2 **CONFORMANCE TO DOCUMENTATION:** The links shall be manufactured in accordance with all documentation provided by Boeing under the applicable license agreement. At a minimum, the links shall be made in accordance with drawing 465-0803 and specification 465-5002.
  - 3.3 **PERFORMANCE CHARACTERISTICS:** The links shall properly retain the cartridges, and cycle in the MK 44 gun system without deforming, cracking, breaking, or causing a gun stoppage. The links shall meet all performance requirements found in Boeing Specification 465-5002, Boeing drawing 465-0803, and associated documentation.
  - 3.4 **WORKMANSHIP:** The links shall be fabricated using good workmanship techniques. The links shall be free of burrs and sharp edges that would damage the ammunition cartridges when assembled. The links shall be free of dirt, grease, rust, corrosion, and other foreign matter. The links shall be free of cracks, splits, and tears to the extent specified in the

applicable Boeing documentation. Exterior surface coatings shall be continuous, applied to all surfaces of the link, and free of flaws to the extent specified in the applicable Boeing documentation.

- 3.5 FIRST ARTICLE SAMPLE: A first article sample shall be produced and tested as required in Boeing specification 465-5002. The first article sample shall be in addition to the deliverable quantity under the applicable contract.

#### 4 QUALITY ASSURANCE REQUIREMENTS:

- 4.1 RESPONSIBILITY FOR INSPECTION: The supplier shall perform all necessary inspections and test for acceptance of the links, in accordance with the documentation provided by Boeing under their licensing agreement.
- 4.2 CLASSIFICATION OF CHARACTERISTICS: Classification of characteristics for the BMII link shall be in accordance with Boeing specification 465-5002.
- 4.3 FIRST ARTICLE INSPECTIONS: First article inspections shall be conducted in accordance with Boeing specification 465-5002.
- 4.4 QUALITY CONFORMANCE INSPECTIONS: Quality conformance inspections shall be conducted in accordance with Boeing specification 465-5002 and drawing 465-0803.
- 4.5 TESTS: Quality conformance testing shall be conducted in accordance with Boeing specification 465-5002 and drawing 465-0803.
- 4.6 TEST REPORT: Acceptance inspection and testing shall be documented and submitted to the procuring agency as specified in the applicable Contract Data Requirements Lists(CDRLs).

#### 5 PREPARATION FOR DELIVERY:

- 5.1 PACKING AND MARKING: Preservation and packaging of the final link assemblies shall be in accordance with the supplier's best commercial practice to ensure acceptance by common carrier for safe transportation to the point of delivery. The preservation method shall prevent damage to the links during shipment and storage. Packages shall contain a vapor barrier material to protect the links from the environment during shipping and storage. Packages shall be marked in accordance with MIL-STD-129.
- 5.2 PALLETIZING: Palletization of the unit packages shall be in accordance with the supplier's best commercial practice.
- 5.3 DATA CARDS AND AMMUNITION LOT NUMBERING: Lot numbers shall be assigned in accordance with MIL-STD-1168. The lot number shall be placed on each link. Data cards shall be prepared in accordance with MIL-STD-1168.

#### 6 NOTES:

- 6.1 INTENDED USE: The 30mm BMII link is intended for use in the MK 44(Bushmaster II) 30mm automatic gun. The links shall be compatible with 30mm X 173mm ammunition utilizing both aluminum and steel cartridge cases.

#### **ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

#### **ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

#### **EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)**

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

#### **FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - (5410)**

- (a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".
- (b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.
- (c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.\*

#### **UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## **SECTION "D" - PACKAGING AND MARKING**

### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)**

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

### **MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV)(5508)**

- (a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.
- (b) Warranted items shall be marked with the following information:
  - (1) National stock number or manufacturer's part number
  - (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
  - (3) Contract number
  - (4) Indication that a warranty applies
  - (5) Manufacturer or entity (if other than the contractor) providing the warranty
  - (6) Date or time when the warranty expires
  - (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

### **MARKING FOR SHIPMENT (5511)**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Lanny Case Code 4025, Bldg. 2084

### **PROHIBITED PACKING MATERIALS (5512)**



The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)**

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

**SECTION "E" - INSPECTION AND ACCEPTANCE****I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES****PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<b><u>PART II</u></b>		
252.246-7000	Material Inspection and Receiving Report	Dec 1991

**CLAUSES IN FULL TEXT****HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (FAR 52.246-11)**

The Contractor shall comply with the higher-level quality standard selected below. *[If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

Title	Number	Date	Tailoring
<b>ANSI/ASQC 9001 or 9002 documented in accordance with DID DI-MGMT-8004</b>			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**INSPECTION AND ACCEPTANCE (SPECIAL CONDITIONS) (5606)**

- (a) Initial inspection of the supplies to be furnished hereunder shall be made by **cognizant DCMC inspector** at the contractor's or subcontractor's plant located at **To Be Determined (TBD)**. The cognizant inspector shall be notified when the material is available for inspection. The place designated for such actions may not be changed without authorization of the Contracting Officer. Final inspection and acceptance shall be made by **cognizant DCMC inspector** within **45** days after **receipt of units**.
- (b) Initial inspection shall consist of quality assurance at point of manufacture and/or assembly and check/test prior to shipment. Final inspection and acceptance will be made by the Receiving Activity after installation/check out/testing of the supplies.

**ACCEPTANCE VERIFICATION (5608)**

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within **45** days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

**NAVSURFWARCENDIV CRANE  
QUALITY ASSURANCE PROVISIONS  
FOR  
LINK, BMII, 30MM**

1. The following Quality Assurance Provisions (QAP) shall be an integral part of the contract.

a. Quality Program Requirements of ANSI/ASQC 9001 or 9002 documented in accordance with DID DI-MGMT-80004.

(1) Copies of the documented program are to be provided for review and approval to the Procurement Contracting Officer (PCO), DTA, and PQM. The initial submission is to be no later than 30 days prior to the start of production. Revisions shall be submitted when developed. The applicable Quality Assurance Representative (QAR) shall have approved the plan prior to submission.

b. A First Article is required per the technical data. First Article Acceptance Testing and Inspection shall be:

(1) Performed at the Contractor facility with DTA/PQM witnessing.

(2) The first article shall be as specified and shall be examined and tested in accordance with the contract, the item specification(s) and drawings listed in the PDP.

(3) The first article shall be representative of items to be manufactured using the same processes and procedures as production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the provided PDP.

(4) Prior to delivery to the designated testing activity, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, and specification requirements except for any environmental or destructive tests indicated. The Contractor shall provide to the PCO at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article is selected. Results of Contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the QAR and one copy of the report of findings bearing the QAR endorsement shall be attached to the first article. Upon delivery to the testing activity, the first article may be subjected to inspection for all contract, drawing, and specification requirements.

(5) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the PCO in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the PCO so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification or results.

(6) Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the PCO the right to destroy or otherwise dispose of the rejected items without liability to the Contractor by reason of such destruction or disposition.

(C) Production Lot Acceptance Testing and Inspection is required per the technical data. Production Lot Acceptance Testing and Inspection shall be:

(1) Performed at the Contractor with DTA/PQM witnessing.

(2) The sample units shall be randomly selected from the entire lot by or in the presence of the QAR. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

(3) Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specification(s) and drawing(s) unless authorized by the PCO.

(4) Unless authorized by the PCO, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the PCO that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

(5) If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs.

(6) The PCO shall by written notice to the Contractor, within 45 days or otherwise specified by the PCO after receipt of the sample units by the testing activity, approve, disapprove, or conditionally approve the lot acceptance sample.

(7) If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the PCO, to submit an additional production lot test sample for test. When notified by the PCO to submit an additional production lot test sample, the Contractor shall make any necessary changes, modifications, or repairs and randomly select another sample for testing. The additional test sample shall be furnished under the terms and conditions and within the time specified in the notification.

(d) Where destructive testing of items or components thereof is required by the contract, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered as set forth in the contract, and all costs for destructive testing by the Contractor and items destroyed are considered as being included in the contract unit price. All pieces of the complete FAT sample shall be considered as destructively tested items unless specifically exempted by other provisions of the contract. The Contractor shall not reuse any components from items used in a destructive test during FAT, LAT, or in-process testing, unless specifically authorized by the PCO. The PCO reserves the right to take title to all or any samples or components described above. The PCO will take title to all or any samples by written notice to the Contractor within 120 after completion of testing.

(1) The items or components of items to which the PCO takes title shall be shipped in accordance with the PCO instructions.

(2) Those items and components to which the PCO does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor within 240 days after completion of testing.

(e) Contractor Responsibility for Performance of Tests - The Contractor shall have available the required testing equipment on own premises, the premises of designated subcontractor facility or in lieu thereof, the Contractor may accomplish the testing at a commercial laboratory having the necessary equipment and facilities and capable of performing the tests. If the Contractor employs a commercial laboratory for testing purposes, the laboratory shall be considered as an "on the premises" facility of the Contractor. The selection of samples for chemical analysis and specimens for physical test, including samples for check tests, shall be made under the cognizance of the Contractor QAR.

(1) The DTA shall be invited to witness contractor performed testing for the following:

LINK, BMII, 30MM (END ITEM)

(2) If the Contractor intends to utilize a commercial laboratory in the performance of this contract, the Contractor shall provide the name and address of such facility to the PCO. The Contractor shall notify the DTA/PCO/PQM in writing prior to any change of such commercial laboratory.

(3) The Contractor is responsible for assuring that all inspections and tests specified in the applicable PDP are performed and to the degree specified, as a minimum.

(4) The Contractor shall provide access to subcontractor facilities so that regulatory surveys, inspections and investigations can be conducted. The DTA/PQM shall be invited to all quality and/or technically related surveys, assessments, reviews and conferences resulting from the procurement and/or production. The DTA shall require 7 days advance notice prior to date of visit.

(f) Material Review Board authority shall be withheld.

(g) Acceptance Inspection Equipment requirements of PDP apply.

(h) Contract Data Requirements of PDP apply.

(i) All Engineering Change Proposals and/or Requests for Waivers/Deviations affecting this item shall be documented in accordance with DID DI-CMAN-80639B, DID DI-CMAN-80641B and DID DI-CMAN-80640B.

(1) Proposed changes or departures which include VECs, ECPs, RFWs, RFDs, NORs and SCNs in the configuration or configuration identification of an item shall be documented in accordance with MIL-STD-973 and Contract Document Summary List Tailoring Requirements for MIL-STD-973 contained in item PDP.

A local form which documents proposed changes in the configuration or configuration identification of an item may be utilized. Form approval will be provided by the DTA.

(2) All repair procedures, ECPs, RFWs and RFDs shall be submitted for evaluation and approval/disapproval. If a repair procedure, ECP, RFW or RFD is approved, the Contract number, lot number, quantity and date of the implementation shall be provided to the DTA within 10 days of implementation and shall be annotated on ammunition lot data card.

(j) Rework and Repair are defined as follows:

- Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specification or Contract requirements.

- Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(1) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the QAR for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(2) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the PCO for review and written approval prior to implementation.

(3) Whenever the Contractor submits a repair or rework procedure for review and approval, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(4) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the technical data requirements and shall, in addition, provide the assurance that the reworked or repaired items have met reprocessing requirements.

(k) Quality Deficiency Reports (QDRs) - All product quality deficiencies will be reported. QDRs (SF 368) shall be submitted to the PQM for action with a courtesy copy to the DTA.

(l) Bar Coding - Ammunition bar code markings are required in accordance with MIL-STD-129 latest revision, Appendix G. Bar coding shall be applied to outer shipping containers and to unit loads in accordance with the PDP. Plastic laminated labels are required.

(1) If wood containers are used, labels shall be affixed by means of stapling. The staples must not be located within the bar

code or the quiet zone of the label. It is permissible to attach the pressure sensitive label to a piece of water resistant card stock slightly larger than the label and staple the card stock to the wood container by means of heavy-duty staples.

(m) Ammunition Data Cards (ADCs) shall be prepared in accordance with MIL-STD-1168, DI-MISC-80043, Contract Document Summary List Tailoring Requirements for MIL-STD-1168 and ADL exceptions using the government furnished ALRAM Computer Software and Users Guide. Distribution shall be as delineated in the PDP.

(n) Lot Numbering - All product lot numbering shall be in accordance with requirements of MIL-STD-1168 unless otherwise specified by the PDP or SQAP. No more than one lot shall be packaged in an outer shipping container.

(o) Shipping Document Number and special "Mark For" information must be referenced on all DD 250s, DD 1348s or comparable shipping documents and on all documentation as required per applicable contract. One copy of the form shall be distributed to the following if specified:

(1) DTA

(p) The Contractor shall make allowance for the performance of Configuration, SPC, and Quality Audits as directed by the PCO.

(q) Formal mailing addresses for distribution of data required in the clauses above are provided below.

(1) Commander

Attn: PM4 or 0563G or 402 or 4021 as applicable  
Naval Surface Warfare Center Crane Division  
300 Highway 361  
Crane, IN 47522-5001

## **CONTRACT QUALITY REQUIREMENTS**

### Contract Clauses:

1. The supplier shall establish a quality system in accordance with ANSI/ASQC Q9001, ANSI/ASQC Q9002 or equivalent as approved by NAVSURFWARCENDIV Crane (Code 402). The required system shall be designed to assure that the end product meets the requirements of the contract. The quality system plan shall be submitted to NAVSURFWARCENDIV Crane (Code 402) for review and approval prior to the beginning of production.

2. Acceptability of a lot or batch of material will be determined by the use of sampling plans contained herein, statistical process control and/or 100 percent inspection as specified in the supplier's government approved quality or inspection plans. Final acceptance by government inspection and/or testing may be required by the contract.

3. The assignment of a sampling plan in no way alleviates the responsibility of the supplier to furnish a product meeting all requirements of the documentation. Material not meeting all the requirements of the contract shall be considered defective whether or not the characteristic is classified. The supplier may not knowingly submit any non-conforming product to the customer for product acceptance.

4. The supplier's gages, and measuring and testing devices shall be made available for use by the purchaser when required to determine conformance with contract requirements. If conditions warrant, the supplier's personnel shall be made available for operations of such devices and for verification of accuracy and condition.

5. The supplier's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the scope of the contract whether or not the software is a deliverable item.

## 6. Government Property

### a. Government-Furnished Material

When material is furnished by the Government, the supplier's procedures shall include at least the following:

- (1) Examination upon receipt, consistent with practicability to detect damage in transit
- (2) Inspection for completeness and proper type
- (3) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage
- (4) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation
- (5) Identification and protection from improper use or disposition
- (6) Verification of quantity

### b. Damaged Government-Furnished Material

The supplier shall report to the purchaser any Government-furnished material found damaged, malfunctioning, or otherwise unsuitable for use. In the event of damage or malfunctioning during or after installation, the supplier shall determine and record probable cause and necessity for withholding material from use.

7. Criteria established by Table I shall be used by the supplier to conduct (nondestructive) acceptance inspection. Use of other (nondestructive) Acceptance Inspection Plans shall be submitted to NAVSURFWARCENDIV Crane (Code 402) for review and approval prior to implementation.

a. Inspection shall be by characteristic. Acceptance criteria shall be accept on zero defects and reject on one or more defects for all inspection levels. Numbers under inspection levels in Table I indicate sample size. Asterisks indicate one hundred percent inspection. If sample size exceeds lot size, perform one hundred percent inspection.

b. Critical characteristics that are to be verified by nondestructive testing or inspection shall be inspected 100 percent regardless of any provisions or allowance to the contrary as may be contained, included or cited in the contract. Reduced levels for nondestructive testing or inspection of critical characteristics is not allowed.

c. Unless specified otherwise in the contract, Inspection Level VIII shall be used for major characteristics and Inspection Level X for minor characteristics. Characteristics not defined as critical or major are defined as minor.

LOT SIZE	INSPECTION LEVEL											
	I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII
2 - 8	*	*	*	*	*	*	*	*	*	5	3	2
9 - 15	*	*	*	*	*	*	*	13	8	5	3	2
16 - 25	*	*	*	*	*	*	20	13	8	5	3	2
26 - 50	*	*	*	*	*	32	20	13	8	5	4	3
51 - 90	*	*	*	80	50	32	20	13	13	13	8	6
91 - 150	*	*	125	80	50	32	20	13	13	13	10	8
151 - 280	*	200	125	80	50	32	32	32	20	15	13	9
281 - 500	315	200	125	80	50	50	49	32	24	19	14	11
501 - 1,200	315	200	125	80	80	74	49	39	31	23	18	14
1,201 - 3,200	315	200	125	125	123	74	59	49	36	28	22	17
3,201 - 10,000	315	200	200	148	123	95	74	56	45	35	27	19
10,001 - 35,000	315	200	200	148	142	119	99	72	56	43	31	19



**SECTION "F" - DELIVERIES OR PERFORMANCE**  
**PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.211-17	Delivery of Excess Quantities	Sep 1989
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-48	F.o.b Destination – Evidence of Shipment	Feb 1999

**CLAUSES IN FULL TEXT**

**TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

- (a) The Government requires delivery to be made according to the following schedule:  
**REQUIRED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
<u>0001</u>	<u>500 EA</u>	<u>120</u>
<u>0002</u>	<u>150,000 EA</u>	<u>270</u>
<u>0003</u>	<u>250,000 EA</u>	<u>270</u>
<u>0004</u>	<u>1 LO</u>	<u>IAW DD FORM 1423</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**DELIVERY LANGUAGE FOR F.O.B. DESTINATION (5704)**

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

**RECEIVING FACILITY SCHEDULE (5708)**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for this material is closed on Saturdays and Sundays.

**SECTION "G" - CONTRACT ADMINISTRATION DATA****GENERAL PROCUREMENT INFORMATION****PART I**

<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.242-7000	Post Award Conference	Dec 1991

**CLAUSES IN FULL TEXT****Submission Of Invoices (Fixed Price) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with **4** copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

   \* a separate invoice for each activity designated to receive the supplies or services.

  **X**   a consolidated invoice covering all shipments delivered under an individual order.

   \* either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\* Check applicable procedure.

**CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)**

PURCHASING OFFICE REPRESENTATIVE:

COMMANDER  
ATTN: CODE 116NR BLDG 2540  
MS. CYNTHIA M. DANT  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5011  
Telephone No. 812-854- 2792

## **SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**

### **ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

### **GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

## SECTION "I" - CONTRACT CLAUSES

**PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	Oct 1997
52.215-12	Subcontractor Cost or Pricing Data	Oct 1997
52.215-14	Integrity of Unit Prices (Oct 1997)--Alt I	Oct 1997
52.215-15	Pension Adjustments and Asset Reversions	Dec 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Oct 1997
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan	Oct 2001
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Dec 2001
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-08	Duty-Free Entry	Feb 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights in Data – General	Jun 1987
52.229-04	Federal, State, and Local Taxes (Noncompetitive Contract)	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.229-06	Taxes—Foreign Fixed-Price Contracts	Jan 1991
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984

52.232-17	Interest	Jun 1996
52.232-25	Prompt Payment	May 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-03	Penalties for Unallowable Costs	May 2001
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	Dec 1996
52.246-23	Limitation of Liability	Feb 1997
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	Jun 2000
52.248-01	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<b><u>PART II</u></b>	
<b><u>DFARS</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<b><u>Subsection</u></b>		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.215-7000	Pricing Adjustments	Dec 1991
252.215-7002	Cost Estimating System Requirements	Jul 1997
252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts)	Apr 1996
252.225-7001	Buy American Act and Balance of Payments Program	Mar 1998
252.225-7002	Qualifying Country Sources as Subcontractors	Dec 1991
252.225-7010	Duty-Free Entry—Additional Provisions	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7014	Preference for Domestic Specialty Metals	Mar 1998
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	Dec 2000
252.225-7025	Restrictions on Acquisitions of Forgings	Jun 1997
252.225-7026	Reporting of Contract Performance Outside the United States	Jun 2000
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate	Dec 1991
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.225-7042	Authorization to Perform	Jun 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7036	Declaration Of Technical Data Conformity	Jan 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.242-7000	Postaward Conference	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000
252.248-7000	Preparation of Value Engineering Change Proposals	May 1994

### CLAUSES IN FULL TEXT

#### **FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)**

(a) The Contractor shall test **500** unit(s) of Lot/Item(s) **30 MM BMII Links** as specified in this contract. At least **15** calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within **120** calendar days from the date of this contract to **NAVSURFWARCENDIV Crane (Code 4025)** marked "FIRST ARTICLE TEST REPORT: Contract No. **TBD**, Lot/Item No. **30 MM BMII Links**." Within **45** calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

#### **Alternate I (Jan 1997)**

- (i) The Contractor shall produce both the first article and the production quantity at the same facility.

#### **NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (FAR 52.215-19)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and

remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (FAR 52.217-7)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 270 days after contract award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

#### **OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)**

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

##### **Warning**

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(End of Clause)

#### **SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(DEC 2001)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

#### **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)**



This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses\*(es): <http://www.arnet.gov/far>

#### **AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
Items	Number	(Y or N)				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
(1) List each deliverable item of supply and item of technical data.						
(2) If there is no national stock number, list "none."						
(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.						
(4) For items of supply, list all sources. For technical data, list the source.						
(5) For items of supply, list each source's part number for the item.						
(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.						

#### **SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

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#### **STANDARD COMMERCIAL WARRANTY (6001)**

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable

material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \_\_\_ months. (Offeror is to insert number.)

#### **NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)**

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder.

### **SECTION "J" - LIST OF ATTACHMENTS**

#### **Exhibit "A" - Contract Data Requirements List (CDRL):**

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Ammunition Data Card)	29 Nov 01	1
CDRL A002 (Quality Deficiency Report)	29 Nov 01	1
CDRL A003 (Management Plan)	29 Nov 01	1
CDRL A004 (Test/Inspection Report(First Article))	29 Nov 01	1
CDRL A005 (Test/Inspection Report(Production))	29 Nov 01	1
CDRL A006 (Special Inspection Equipment (SIE) Drawings and Associated Lists)	29 Nov 01	1
CDRL A007 (Special Inspection Equipment Operating Instructions)	29 Nov 01	1
CDRL A008 (Engineering Change Proposal)	29 Nov 01	1
CDRL A009 (Request For Deviation)	29 Nov 01	1
CDRL A010 (Product Drawings and Associated Lists)	29 Nov 01	1
<b><u>Exhibit "B" -</u></b>		
<b><u>Attachments</u></b>		
Data Item description (DID)		
(1) DID DI-MISC-80043A (Ammunition Data Card)	22 May 98	12
(2) DID DI-QCIC-80736	17 Jan 89	4
(3) DID DI-MGMT-80004 (Management Plan)	3 May 85	3
(4) DID DI-NDTI-80809B (Test/Inspection Report)	24 Jan 97	4
(5) DID DI-NDTI-80809B (Test/Inspection Report)	24 Jan 97	4
(6) DID DI-DRPR-81004A	24 May 97	3
(7) DID DI-QCIC-81005		
(8) DID DI-CMAN-80639C (Engineering Change Proposal (ECP))	30 Sep 00	2
(9) DID DI-CMAN-80640C (Request for Deviation (RFD))	30 Sep 00	1
(10) DID DI-DRPR-8100A		
(11) NAVSURFWARCENDIV CRANE CODE 402 CONTRACT DOCUMENTS SUMMARY LIST TAILORING REQUIREMENTS FOR MIL-STD-1168 AND DI-MISC-80043	No Date	1
(12) NAVSURFWARCENDIV CRANE ACCEPTANCE INSPECTION EQUIPMENT (AIE) REQUIREMENTS	No Date	3
(13) General DD Form 1423 Glossary	22 Jun 90	5

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS**

<b>PART I</b>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
<b>PART II</b>		
<u>DFARS Subsection</u>		

**PROVISIONS IN FULL TEXT****CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_  
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)**

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and

implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]**

(a) [Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) [Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.]

#### **ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_ (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### **OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____			
(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the			

Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

**PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address  
City, County, State, Zip Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Address of Owner and Operator of the Plant or  
Facility if Other Than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1) – ALT II (OCT 2000)

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].
  - (2) The small business size standard is \_\_\_\_\_ [*insert size standard*].
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.
  - (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
  - (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
  - (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
  - (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.
- (c) *Definitions.* As used in this provision--
- "Service-disabled veteran-owned small business concern"*
- (1) Means a small business concern-
    - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
    - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
  - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern"* means a small business concern-
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern,"* means a small business concern --
- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.*
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
  - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
    - (i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of Provision)

*Alternate II* (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

#### **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)**

(a) Definition. Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### **PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)**

The offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it (\_\_\_) has developed and has on file, (\_\_\_) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (\_\_\_) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor, provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

#### **COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)(FAR 52.222-38)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### **CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

\* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)



**REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include [Alternate II or Alternate III] in the clause at 52.227-14, Rights in Data -- General, the [offer shall] complete [paragraph (c)] of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify[, to the extent feasible,] which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block) --

[ ]\* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ]\* Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)**

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

A description of the significant interest held by each government.

**BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (DFARS 252.225-7000)**

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

**REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

## SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Cynthia M. Dant, Code 116 NR, Bldg. 64  
300 Highway 361; Crane, IN 47522-5011

**SPECIAL NOTICE** - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at [www.ccr.dlsc.dla.mil](http://www.ccr.dlsc.dla.mil). For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address: <http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

<b><u>PART I</u></b>		
<u>FAR</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
<b><u>PART II</u></b>		
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Required Central Contractor Registration	Aug 1999
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

### **PROVISIONS IN FULL TEXT**

#### **52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained -

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the --

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(End of Provision)

**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ) DX rated order; ( X ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (FAR 52.215-20)***(a) Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

Alternate I (Oct 1997). As prescribed in 15.408(l), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision.

(b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

**TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

**SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Richard G. Colvin, Code 1162NG, Bldg. 2540 Crane Division, Naval Surface Warfare Center, Crane, IN 47522-5001.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>

**AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) (FAR 52.252-5)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999) (6406)**

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

**USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)**

- (a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:
  - (1) Any item of supply that is available in the commercial marketplace;
  - (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
  - (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
  - (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
    - (i) is not yet in use; or
    - (ii) is not yet available in the commercial marketplace.
- (b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

**BLANKET EXEMPTION CERTIFICATE (6411)**

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

**BUSINESS HOURS (6412)**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour

shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

**ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994) (6413)**

- (a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.
- (b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.
- (c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED  
(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

- (d) Alternative A: The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. Acceptance by the Government of alternative specifications and standards does not oblate the Government to conduct discussions under this solicitation.
- (d) Alternative B: It is requested that all recommendations be submitted within **15** days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

**Note:** The offeror shall complete the **STANDARD COMMERCIAL WARRANTY** text on page **25** of **39** herein. A copy of the offeror's warranty shall be submitted with the initial offer. **(6415)**

**WORLD WIDE WEB SOLICITATION INFORMATION (6418)**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

**SECTION "M" - EVALUATION FACTORS FOR AWARD**

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.217-05	Evaluation of Options	Jul 1990
52.247-50	No Evaluation of Transportation Costs	Apr 1984
	<u>PART II</u>	
<u>DFARS Paragraph</u>	<u>Title</u>	<u>Date</u>

**PROVISIONS IN FULL TEXT****INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)**

(a) Does the offeror propose to furnish—

- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?
- Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				...m Approved OMB No. 0704-0188			
<small>Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract / PR No. listed in Block E.</small>							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TOP      TM      OTHER			
D. SYSTEM / ITEM		E. CONTRACT / PR NO. NO.		F. CONTRACTOR			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM		3. SUBTITLE				
A001	Ammunition Data Card		Ammunition and Explosive Technical Data				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80043A		5. CONTRACT REFERENCE		8. REQUIRING OFFICE NSWC Crane			
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ***	12. DATE OF FIRST SUBMISSION ASREQ***	14. DISTRIBUTION			
9. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION When Revised		a. ADDRESSEE	b. COPIES Draft    Reg    Repro		
<b>16. REMARKS</b> Data Cards shall be prepared in accordance with MIL-STD-1168, as changed by ADL exceptions and the Contract Document List, using the government furnished ALRAM Computer Software and Users Guide (Contact SOSMA-PR for ALRAM software and Users Guide).  *Data Cards provided to NSWC Crane and the ones sent with shipments shall be hardcopy printouts generated with the ALRAM Computer Software Program and shall be signed and dated by the Government Inspector. NSWC Crane submissions shall also include a hardcopy printout of sample data cards (see MIL-STD-1168, Para 4.3.1.4).  **When ballistic tests are required 2 hardcopies shall be sent to the Proving Ground with shipment and 2 to Proving Ground by mail. Submissions to SOSMA-PRP shall consist of sample data cards (see MIL-STD-1168, Para 4.1.3.4) and monthly submissions of data disks in accordance with ALRAM Users Guide.  ***Data cards provided to NSWC Crane (Code 402) shall be submitted upon completion of each lot.				NSWC			
				Crane (402)*	0	1	0
				Lot/Partial	0	2	0
				Lot Shipment*			
				QAR	0	1	0
				SOSMA-PR	0	1	0
				See Remarks**			
15. TOTAL				0	5	0	
G. PREPARED BY <i>Larry B. Case</i>		H. DATE 11/29/01	I. APPROVED BY <i>Ronda J. James</i>		J. DATE 11/29/01		

DD Form 1423-1, JUN 90  
1007/183 S/N 0102-LF-010-5500

Previous editions are obsolete.

Page 1 of 1 Pages

Attachment (1)



[illegible]

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Approved OMB No. 0704-0188	
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Contracting Officer for the Contract / PR No. listed in Block E.</small>						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____		
D. SYSTEM / ITEM		E. CONTRACT / PR NO. NO.		F. CONTRACTOR		
1. DATA ITEM NO.	2. TITLE OF DATA ITEM		3. SUBTITLE			
A003	Management Plan		Quality Program			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80004		5. CONTRACT REFERENCE Section E		6. REQUESTING OFFICE NSWC Crane		
7. DD 250 REQ XX	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION when Revised	a. ADDRESSEE Draft Final Reg Reg Reg		
16. REMARKS *Plan shall be submitted thru QAR to all addresses prior to initiation of production. Allow 30 days for government review.				Thru QAR* NSWC Crane (402)		
				15. TOTAL 0 1 0		
G. PREPARED BY <i>Lance B. Case</i>		H. DATE 11/29/01	I. APPROVED BY <i>Brenda J. Jones</i>		J. DATE 11/29/01	

DD Form 1423-1, JUN 90  
1007/183 S/N 0102-LF-010-5500

Previous editions are obsolete.

Page 1 of 1 Pages

Attachment (3)

DD Form 1423-1, JUN 90  
1007 / 183 S/N 0102-LF-010-5500

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed forms to the Government issuing Contracting Officer for the Contract / PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM / ITEM			E. CONTRACT / PR NO. NO.		F. CONTRACTOR			
1. DATA ITEM NO.	2. TITLE OF DATA ITEM				3. SUBTITLE			
A005	Test/Inspection Report				Production Acceptance Inspection and Test Reports			
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B			5. CONTRACT REFERENCE Section E		6. REQUIRING OFFICE NSWC Crane			
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ**	12. DATE OF FIRST SUBMISSION ASREQ**		14. DISTRIBUTION			
9. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION When Revised		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Repro	
10. REMARKS  *Reports shall be submitted thru QAR to all addresses.  **Reports shall be submitted upon completion of each lot.					QAR*	0	1	0
					NSWC	0	1	0
					Crane (402)			
					15. TOTAL			
G. PREPARED BY Louis B Case		H. DATE 11/29/01		I. APPROVED BY Barbara J Jones		J. DATE 11/29/01		

DD Form 1423-1, JUN 90  
1007 / 183 S/N 0102-LF-010-5500

*Previous editions are obsolete.*

Page 1 of 1 Pages Pages

Attachment (5)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					
Public reporting burden for this collection of information is estimated to average 170 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of those addresses. Send completed form to the Government Issuing Contracting Officer for the Contract / PR No. listed in Block E.					
A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:			
D. SYSTEM / ITEM	E. CONTRACT / PR NO. NO.	F. CONTRACTOR			
G. TITLE OF DATA ITEM	H. SUBTITLE	I. PRICE GROUP	J. ESTIMATED TOTAL PRICE	K. PRICE GROUP	L. ESTIMATED TOTAL PRICE
A006	Special Inspection Equipment (SIE) Drawings and Associated Lists	Design Documentation			
M. AUTHORITY (Data Acquisition Document No.)	N. CONTRACT REFERENCE	O. REQUIRING OFFICE	P. DISTRIBUTION	Q. ADDRESSEE	R. COPIES
DI-DPRR-81004A	Section E	NSWC Crane	SUBMITTER'S COPY	ADDRESSEE'S COPY	FINAL COPY
T. DD 290 REQ	U. DIST STATEMENT REQUIRED	V. FREQUENCY	W. DATE OF FIRST SUBMISSION	X. AS OF DATE	Y. DATE OF SUBSEQUENT SUBMISSION
LT		ASREQ	ASREQ		When Revised
Z. APP CODE					
A					
REMARKS					
**Drawings shall be provided in Contractor format. All Contractor Acceptance Inspection Equipment designs for those inspection characteristics classified as "minor" shall be submitted to the QAR for review and approval.					
**Drawings shall be provided in Contractor format. All Contractor Acceptance Inspection Equipment designs for those inspection characteristics classified as "Critical" or "Major" shall be submitted through the QAR to NSWC Crane 402 and NWAS MS-25 for review and approval. NSWC Crane 402 will provide approval/disapproval of designs to the contractor with copy to QAR.					
G. PREPARED BY					
K. DATE					
M. APPROVED BY					
N. DATE					
O. TOTAL					
DD Form 1423-1 JUN 90					
Previous editions are obsolete.					
Page 1 of Pages					

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										.n Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract / PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO.			B. EXHIBIT			C. CATEGORY: TOP _____ TM _____ OTHER _____					
D. SYSTEM / ITEM			E. CONTRACT / PR NO. NO.			F. CONTRACTOR					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE					
A007		Special Inspection Equipment Operating Instructions									
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-81005				5. CONTRACT REFERENCE Section E				6. REQUIREMENT OFFICE NSWC Crane			
7. DD 250 REQ LT		8. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION			
8. APP CODE A				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION When Revised		a. ADDRESSEE		b. COPIES	
										Draft Reg Final	
16. REMARKS											
*All Contractor Special Inspection Equipment Operating Instructions for those Acceptance Inspection Equipment designs for inspection characteristics classified as "Minor" shall be submitted to the QAR for review and approval.											
**All Contractor Special Inspection Equipment Operating Instructions for those Acceptance Inspection Equipment designs for inspection characteristics classified as "Critical" or "Major" shall be submitted through the QAR to NSWC Crane 402 and NWS MS-25 for review and approval. NSWC Crane 402 will provide approval/disapproval of Operating Instructions.											
***If all the specified requirements of this data item have been completely incorporated in the Special Inspection Equipment Drawings separate submittal to comply with this DD 1423 is not required.											
QAR* 0 1 0 NSWC 0 1 0 Crane (402)** NWS 0 1 0 (MS-25)** See Remarks***											
15. TOTAL → 0 3 0											
G. APPROVED BY Lance B. Case			H. DATE 11/29/01			I. APPROVED BY Alexander J. Jones			J. DATE 11/29/01		
DD Form 1423-1, JUN 90 1007/183 S/N 0102-LF-010-5500 Previous editions are obsolete. Page 1 of 1 Pages											

[illegible]

[illegible]



CONTRACT DATA REQUIREMENTS LIST (1 Data Item)										Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract / PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO.			B. EXHIBIT			C. CATEGORY: TOP _____ TM _____ OTHER _____					
D. SYSTEM / ITEM			E. CONTRACT / PR NO. NO.			F. CONTRACTOR					
1. DATA ITEM NO.		2. TITLE OF DATA ITEM				3. SUBTITLE					
A0010		Product Drawings and Associated Lists				Drawing Package					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE			6. REQUIRING OFFICE					
D1DRPR-8100A			Section A			NSWC Crane					
7. DD 250 REQ		8. DIST STATEMENT REQUIRED		9. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION			
DD		A		ONE/R		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES	
8. APP CODE				11. AS OF DATE						Draft Final	
										Reg Repr	
10. REMARKS								NSWC			
All documents provided under this CDRL shall be safeguarded as proprietary to the contractor. the documents will not be used for future procurement, but kept for historical reference.								Crane (402)			
Blk 14:  Commander Code 4025, Bldg. 2084 Attn: Lanny Case NSWC Crane 300 Highway 361 Crane, IN 47522											
								15. TOTAL			
G. PREPARED BY			H. DATE			I. APPROVED BY			J. DATE		
Lanny B Case			11/29/01			Brenda J James			11/29/01		
DD Form 1423-1, JUN 90 1007/183 S/N 0102-LF-010-5500											
Previous editions are obsolete.											
Page 1 of 1 Pages											

NAVSURFWARCEMDIV CRANE CODE 402  
CONTRACT DOCUMENTS SUMMARY LIST  
TAILORING REQUIREMENTS FOR MIL-STD-1168 AND DI-MISC-80043

MIL-STD-1168 and DI-MISC-80043 are tailored as follows:

1. MIL-STD-1168:

a. Add to paragraph 4.3.1:

"For all Army, Navy, Marine Corps and Air Force items, a copy of the Government Furnished Ammunition Data Card Floppy Disk (containing all records prepared during the month) shall be furnished on a monthly basis to:

Commander  
U.S. Operations Support Command  
ATTN: SOSMA-PRP  
Rock Island IL 61299-6000

2. DI-MISC-80043:

a. Add to end of paragraph 2: (All submissions except for the monthly submission to SOSMA-PRP shall be hardcopy printouts of the data cards as prepared using the furnished floppy disk)."

b. Paragraph 3 add:

"The following paragraphs apply to the corresponding fields in the Government Furnished Ammunition Lot Record and Malfunction (ALRAM) Computer Software System. The required information will be entered in accordance with the following instructions and the ALRAM System Users guide:"

c. Paragraph 3, Block 22, after "Typed Name", change "The name of the person ..." to "The name of the Government Quality Assurance Representative ...". Paragraph 4, Block 22, after "Accepting Inspector", change "The name of the person ..." to "The name of the Government Quality Assurance Representative ...".

Attachment (11)

**NAVSURFWARCEMDIV CRANE  
ACCEPTANCE INSPECTION EQUIPMENT REQUIREMENTS  
FOR  
LINK, BMII, 30MM  
FY 01/02**

**1. ACCEPTANCE INSPECTION EQUIPMENT (AIE)**

The following paragraphs of this clause marked (X) are applicable for this procurement.

(X) a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSS Z540-1 or ISO 10012-1.

(X) b. The contractor is responsible for proper storage, handling, and use of all Acceptance Inspection Equipment (AIE). AIE includes Navy Special Interface Gages (NSIG), Contractor Special Acceptance Inspection Equipment (CSAIE) and Contractor In-Process gages. NSIG are GFM gages, designed and provided by the Government. CSAIE are contractor designed and contractor procured gages. CSAIE designs require Government approval.

(X) c. The Contractor shall provide all AIE (except for any Navy Special Interface Gages listed as available in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the government in accordance with the Government Property clause of this contract. The contractor is responsible for contacting the government 90 days in advance of the need for the AIE to schedule delivery. NSIG requires periodic recertification by the Government. Government Furnished AIE shall not be used by the contractor or his subcontractors in lieu of work gages.

(X) d. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(X) e. Contractor furnished CSAIE shall be made either in accordance with the equipment drawings specified in Section C (Description/Specifications Section), or in accordance with any other design, provided that the design documentation is approved by the Government. CSAIE utilized for inspection of characteristics that are classified as "Minor" require approval by the government Quality Assurance Representative (QAR). CSAIE design documentation for inspection of characteristics listed as "Critical, Special, or Major" shall be submitted to the Government for review and approval in accordance with the

Attachment (12)  
Page 1 of 3

Contract Data Requirements List, DD Form 1423. The Government will either approve or disapprove the contractor's designs for CSAIE within 45 days of receipt thereof.

( ) f. The contractor may substitute contractor designed and built gages for the NSIG listed in Appendix I. However, the designs require Government approval and the gage hardware requires Government certification. The hardware will be forwarded to Receiving Officer, Attn: Gage Laboratory, Naval Warfare Assessment Center, 1871 West Mission Blvd., Bldg. 27, Pomona, CA 91769-2426.

At least 30 calendar days prior to the submission of the AIE to the Government for certification, the contractor shall furnish written notice of an anticipated shipping date to the shipping address above. Two copies of each Government approved CSAIE drawing shall accompany the CSAIE (NSIG substitutes) send to the Government for certification. The Government shall perform the CSAIE certification, return the hardware and provide notification of acceptance or rejection to the contractor within 30 days of receipt of the CSAIE. The contractor shall also submit the certification periods for each NSIG substituted for approval. Calibration stickers shall be affixed for QAR identification.

(X) g. Resubmission of AIE design documentation or hardware for approval on a follow-on contract is not required provided inspection characteristics parameters specified in the current technical data package and the previously approved AIE design documentation remains unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(X) h. The Government reserves the right at any time during the performance of this contract to quality audit any AIE to assure that it meets the requirements of the approved design documentation.

( ) i. When directed by the Government, the contractor shall at no expense to the government, prepare the Government furnished AIE for return. Shipment of gages shall be on a Government Bill of Lading. Each gage shall have an individual storage container.

APPENDIX V  
CONTRACTOR DESIGNED AND PROCURED AIE

ADL  
NUMBER N/A NOMENCLATURE LINK, BMII, 30MM

COMP  
DWG 465-0803 REV H NOMENCLATURE LINK, BMII, 30MM  
AND  
SPEC 465-5002 REV - NOMENCLATURE PRODUCT SPECIFICATION  
LINK, CARTRIDGE,  
METALLIC BELT, 30MM,  
BMII

CHARACTERISTIC	QUANTITY
ALL CRITICAL AND MAJOR CHARACTERISTICS IDENTIFIED IN BOEING SPECIFICATION 465-5002 AND DRAWING 465-0803	AR

23 July 1990

ATTACHMENTS TO EXHIBIT(s) A , , , &amp;

DISTRIBUTION ADDRESSEE'S LIST (DAL) BEGINS ON PAGE v

GENERAL DD FORM 1423-GLOSSARY

1. PREPARATION OF DD FORM 1423. The actual completion of the DD Form 1423 may be performed by the Requiring Technical Activity (RTA), or the Department's Data Manager (DM).

1.1 DATA ENTRY TO THE DD FORM 1423. The following information shall be utilized by all NWSCC Crane personnel and supporting contractors when entering data into the appropriate blocks of the DD Form 1423.

1.1.1 BLOCK A. Contract Line Item No. (CLIN) - Enter the CLIN that is associated with the CDRL.

1.1.2 BLOCK B. Exh/Atch No. - Enter the exhibit or attachment number for the CDRL (DFARS 204.7105-3). (NOTE: Section 215.406 of DFARS prohibits the use of a DD Form 1423 as an attachment for technical data. Therefore, CDRLs for Technical Data Packages (TDPs) and Technical Manuals (TMs) shall be designated exhibits).

1.1.3 BLOCK C. Category - Check the appropriate block for Technical Data Package (TDP) or Technical Manual (TM). Types of data which comprise a TDP are defined in MIL-STD-31000, and types of manuals included under the TM category are defined in DoDI 4151.9. The "Other" block is to be checked if the CDRL is not considered a TDP or TM.

1.1.4 BLOCK D. System/Item - Enter the system, item, project designator or name of the item or services being procured.

1.1.5 BLOCK E. Contract/PR No. - Enter the contractor's name in this space if the procurement is sole source. Following the contractor's name, a slash (/) and the contractor's Commercial and Government Entity (CAGE) Code, (formerly, Federal Supply Manufacturer's Code (FSCM)) May be inserted. The code may be obtained from DoD Cataloging Handbook H-4.

1.1.6 BLOCK F. Contractor - Enter the contractor's name when known. Following the name, a slash (/) and the contractor's Commercial and Government Entity (CAGE) code may be inserted.

1.1.7 BLOCK G. Prepared by - Enter the date the CDRL preparer's name and signature.

1.1.8 BLOCK H. Date - Enter the date the CDRL was prepared.

1.1.9 BLOCK I. Approved by - Enter the name and signature of the individual responsible for approving the CDRL.

1.1.10 BLOCK J. Date - Enter the date the CDRL was approved.

2. DETAILED CDRL INFORMATION (Blocks 1 through 16)

2.1 BLOCK 1, DATA ITEM NUMBER. Enter the CDRL sequence number in accordance with DFARS Section 204.7106-2. For exhibits, enter an Exhibit Line Item Number (ELIN). For attachments, enter a data item sequence number. (NOTE: The standard procedure is to start with A001 for Exhibits and continue with the sequence, e.g., A002, A003, etc.).

2.2 BLOCK 2, TITLE OF DATA ITEM. The title shall be identical to the title of the DID cited in Block 4 of the CDRL. When the CDRL is used to acquire weapon system technical manuals, the title of the specific Technical Manual being acquired shall be entered. (NOTE: If the exact title will not fit into block-2, then type (See Block 16) in block 2 and then in BLOCK 16 type BLOCK 2 - and the exact title of the Data Item Description. Use the same method if more than one DID is being referenced).

2.3 BLOCK 3, SUBTITLE OF DATA. If the title in Block 2 requires further identification, you may enter a subtitle.

2.4 BLOCK 4, AUTHORITY (DATA ACQUISITION DOCUMENT NUMBER)

2.4.1 Enter the DID identification number including the revision letter in accordance with the Acquisition Management Systems And Data Requirements Control List (AMSDL) (DoD 5010.12-L). If a Technical Manual is being acquired, enter the specific number of the applicable Military Standard or Specification which provides the data preparation instructions or if a Technical Manual Contract Requirements (TMCR) document is used enter "See TMCR \_\_\_\_" and attach the TMCR to the CDRL. The TMCR must list the applicable Military Standards and/or Specifications which provide the data preparation instructions. If more than one DID number is cited it indicates consolidation of two or more DIDs to meet the data requirements. The relationship of these DIDs will be further explained in Block 16. With the exception of a one-time DID, the document cited in this block (or listed in the TMCR, when used) must be one which is listed or cleared for listing in the AMSDL. NOTE: When interpreting the requirements of a DID (DD Form 1664), only Block 10 of the DID is contractually binding on the contractor, the remaining blocks are for information only.

TMCRs are prepared by the NAVAL SEA DATA SUPPORT ACTIVITY, NAVAL SHIPWEAPON SYSTEMS ENGINEERING STATION, POKT HUENEME, CA 93043-5007 by Direction of NAVAL SEA SYSTEMS COMMAND (CEL-TD). Requests for TMCRs are to be submitted to the above address on NAVSEA Form 9086/12 (3/88).

2.4.2 Each line item of data specified on the DD Form 1423 shall be supported with a DID, unless a TMCR, MIL-STD or Specification is used. Standard DIDs from the AMSDL shall be selected and "used as-is", or with nonapplicable requirements tailored out. Tailoring instructions are entered in the remarks section (Block 16). If more than one data item is used to construct a specific data requirement, each data item will be separately listed on the CDRL, and block 16 may be used to indicate the relationship, (for example, "Combine with contract data item XX for submission:" or "Data prepared in accordance with Data Item Description DI-MGMT-XXXX).

2.5 BLOCK 5. CONTRACT REFERENCE

Enter the specific contract line item number (CLIN) of the contract, paragraph number of the Statement of Work, Purchase Request, specification or standard or any other applicable reference which contains the tasking that generates the requirement for the data item authorized in block 4.

Block 5 must be completed. The data being ordered is the result of some document in the contract which contains the tasking which generates a requirement for the data item.

2.6 BLOCK 6. REQUIRING OFFICE

Enter the technical office of primary responsibility for determining the technical adequacy of the data. This may be the accepting, requiring, using, or inspecting office depending on the type of data and decisions made relative to quality assurance responsibilities. The designated accepting office (block 7) will consult, if required, with the office listed in block 6 in performing the acceptance function.

2.7 BLOCK 7. DD 250 REOUTREMENT

The responsible manager (program, project, technical, etc.) will designate the location, "source" (contractor,s facility) or "destination" for performance of inspection and acceptance of the data item. This is accomplished by entering the applicable code listed below. The activity to perform the destination acceptance task will be entered in block 14 as the first addressee. ("same as block 6" if appropriate.)

<u>DD 250 Code</u>	<u>Inspection</u>	<u>Acceptance</u>
SS	(1)	(2)
DD	(3)	(4)
SD	(1)	(4)
DS	(3)	(5)
LT*	(6)	(7)
NO**	(8)	(8)
xx	(9)	(9)

Inspection at source.

- (1) Acceptance at source.
- (2) No inspection performed at source. Final inspection performed at destination.
- (3) Acceptance at destination.
- (4) Acceptance at source. Acceptance based on written approval from the Contracting Officer.

- (5) Letter of Transmittal only. LT shall not be used when inspection is required. The data is sent by the contractor directly to the code(s) identified in block 14 of the DD Form 1423. LT is used when the contracting agency does not need to have a DD Form 250 for each and every piece of data developed by the contractor. \*Use of the symbol "LT" is not authorized for data comprising Technical Data Packages (such as drawings and/or specifications) or Technical Manuals.
- (6) The acceptance criteria is specified by the DID which establishes content and format.
- (7) No inspection or acceptance is required. No DD Form 250 or LT is required. \*\*Use of the symbol "NO" is not authorized for data comprising Technical Data Packages or Technical manuals.
- (8) Inspection and Acceptance requirements are specified in the contract.

2.8 BLOCK 8. APPROVAL CODE

2.8.1 Items of critical data requiring specific advance written approval (such as acceptance test procedures) should be identified by placing an "A" in this block. These data items require submission of a preliminary draft prior to publication of a final document. When a preliminary draft is required, block 16 of the DD Form 1423 must indicate the length of time allotted for the Government's approval/disapproval and the subsequent turn around time for the contractor to resubmit the data. Block 16 must also indicate the extent of the approval requirement; i.e., approval of technical content and/or format, verification and validation, etc.

2.9 BLOCK 9. DISTRIBUTION STATEMENT REQUIRED

2.9.1 Enter "See Block 16" to indicate the appropriate block to specify the applicable Distribution Statement for each ELIN (See DoD-D-5230.24 and DoD-D-5230.25 for selection and usage of Distribution Statements).

2.10 BLOCK 10. FREQUENCY

2.10.1 The following is a list of typical codes used to specify frequency of submittal. Any other type of frequency will specify "see Block 16" and in BLOCK 16 describe the required frequency for that ELIN. (NOTE: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required").

ANNLY	Annually
ASGEN	As generated
ASREQ	As required
BI-MO	Every two months
BI-WK	Every two weeks
DAILY	Daily
DFDEL	Deferred Delivery
MTHLY	Monthly
ONE-R	One time with revision
OTIME	One time
QTRLY	Quarterly
SEMI	Every six months
WEEKLY	Weekly
XTIME	Multiple separate submittal (e.g., 2TIME, 3TIME, ETC.)

2.11 BLOCK 11. AS OF DATE

2.11.1 If the data is submitted only once, enter the "as of" date as follows: year/month/day (e.g., 90Jun29). If the data is submitted multiple times, enter the number of days prior to the end of the reporting period. For example, "5" would place the "as of" data for the data 5 days before the end of the month, quarter, or year, depending on the frequency established in Block 10; a "0" would place the "as of" date at the end of each month, quarter, etc.. If an "as of" date is not applicable, leave this block blank. (NOTE: An entry is required in Block 13 when Block 11 is used).

2.12 BLOCK 12. DATE OF FIRST SUBMISSION

2.12.1 Enter the initial submission date as follows: Year/Month/Day (e.g., "90Jun29"). If the submittal is constrained by a specific event or milestone, enter this constraint. If the contract start date is not known, indicate the number of days after contract (DAC) start that the



data is due (for example, "30DAC"). (NOTE 1: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required"). (NOTE 2: DO NOT INSERT CLASSIFIED DATES). Typical abbreviations in Block 12 are:

ASGEN	As generated
ASREQ	As required
DAC	Days after contract start or effective date
DFDEL	Deferred Delivery
EOC	End of contract
EOM	End of month
ECQ	End of quarter
DARP	Days after reporting period
DARC	Days after receipt of comments

## 2.13 BLOCK 13, DATE OF SUBSEQUENT SUBMISSION

2.13.1 If data is submitted more than once enter the date(s) of subsequent submission(s). If submittal is constrained by a specific event or milestone, enter this constraint. The abbreviations described for Block 12 may be used in Block 13, (NOTE 1: When "ASREQ" is used, an entry is required in Block 16 describing what event causes the "as required"). (NOTE 2: DO NOT INSERT CLASSIFIED DATES.)

## 2.14 BLOCK 14, DISTRIBUTION

2.14.1 Enter the addressees and the number of draft, final or reproducible copies to be provided to each. The literal address may be used or the applicable codes, for example, DAL-01, DAL-02, etc.. The first addressee should be the acceptance activity for the data if acceptance by DD 250 is to be accomplished at the destination (see Block 7). If draft copies are required describe in Block 16 the event for the regular copies. If reproducible copies (e.g., magnetic media, vellum, negative, etc.) are required, explain in Block 16 the exact composition of the reproducible. If the data is not actually to be delivered to the Government or if deferred delivery is required, indicate by placing "DFDEL" in this Block and an explanation in Block 16.

## 2.15 TOTAL

2.15.1 Enter the total number of draft, regular or reproducible copies required by Block 14.

## 2.16 BLOCK 16, REMARKS

This block shall be used to provide additional or clarifying information for Blocks 1 through 15. This Block shall also be used to tailor the Data Item Description cited in Block 4. Tailoring may be accomplished by stating the deletions (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80000) Delete paragraph 10.4") or by stating which requirements apply (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80000) Only paragraphs 10.4 and 10.5 apply"), whichever is most efficient. Block 16 may also be used to specify the applicable format (e.g., "Block 4 - Block 10 of DID (DI-MGMT-80500) The plan, etc. shall be submitted in contractor format". Also the desired medium for delivery of the data is to be described. The applicable Distribution Statement designated by Block 9 will be described in full text.

### A. Detailed Block Information (Blocks 17 and 18)

These blocks are to be completed by the bidder or offerer, as required by the following (see reverse side of DD Form 1423 for further information):

(1) **BLOCK 17, Price Group** - Enter the appropriate price group as shown on the reverse side of the DD Form 1423 or as instructed in Sections "L" and "M" of the solicitation.

(2) **BLOCK 18, Estimated Total Price** - Enter the total estimated price equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. The entry "N/C" for "No Charge" is acceptable. The entry of "NSP" for "Not Separately Priced" should not be used unless approved in accordance with DoD Component procedures or follow instructions set forth in Sections "L", "M", or "H" of the solicitation.

NOTE: In accordance with Section 15.871 of the DFARS, the detachable portion of the DD Form 1423 (Blocks 17 and 18) with the estimated prices shall not appear in the contract.

DISTRIBUTION ADDRESSEE'S LIST (DAL)

Attachment (13)  
Page 5 of 5

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